

REQUEST FOR APPLICATIONS



Contract Worker for District Consolidation

RFx Number 3150003466

**The Mississippi Department of Education
Office of Academic Education
359 North West Street, Suite 312
Jackson, Mississippi 39201**

**Contact: Darla Hammons
Date of Release: 3/9/2021**

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REQUEST FOR APPLICATION – The Mississippi Department of Education Contract Worker for District Consolidation

The Mississippi Department of Education (MDE) through the Office of Academic Education is soliciting competitive sealed applications from qualified applicants for a Contract Worker for District Consolidation.

The responsibilities of the contract worker include, but are not limited to, working with school district consolidations as required by the Legislature, adhering to duties assigned by the Office of Academic Education and the State Superintendent of Education, including new superintendent academy or principal academy, pending legislative appropriation. The Legislature states in the laws passed which districts will be consolidated, the timeline for consolidation, and how the districts are to be consolidated, including commissions to review and report back to the Legislature or simply consolidation of the selected districts with the MDE being in charge of the requested procedure.

A. REQUEST FOR INFORMATION

Questions concerning the RFA should be sent to: dhammons@mdek12.org

The deadline for submitting written questions by email is March 17, 2021, at 5:00 p.m. Central Time (CT). Copies of all questions submitted and the responses will be posted to the MDE's website www.mdek12.org under the Public Notices section and will be available to the general public on March 19, 2021.

B. DUE DATES FOR APPLICATIONS

One (1) original application. The sealed application packet must be received by 5:00 p.m. Central Time (CT) on March 24, 2021, at the following address based upon the delivery method used:

Ship Applications to:
(FedEx UPS, etc.)

Monique Corley
Office of Procurement
The Mississippi Department of Education
Contract Work for District Consolidation RFA
RFx Number: 3150003466
359 North West Street
Jackson, MS 39201
(DO NOT OPEN)

PLEASE NOTE:

In person deliveries of applications will not be accepted or considered for an award.

RESTRICTIONS ON COMMUNICATIONS WITH THE OFFICE OF PROCUREMENT

From the issue date of this solicitation until a Contractor is awarded a contract, Offerors and/or their representatives shall restrict communication with any Office of Procurement staff regarding this procurement.

C. RESPONSIVENESS AND RESPONSIBILITY OF THE APPLICANT

- Ensure that the competitive applications are received in the Office of Procurement by the deadline and assumes all risks of delivery.

- At the time of receipt of the application, the application will be date stamped and recorded in the Office of Procurement.
- Applications and modifications received after the time designated in the RFA will be considered **late** and will not be considered for award.
- Incomplete applications will not be evaluated and will not be returned for revisions.
- No faxed submission will be accepted.
- Applications that do not include the required number of copies will not be evaluated.
- The application must be signed and all documents placed in a sealed envelope.
- We strongly recommend that you plan to submit the application early in order to allow for unforeseen circumstances.
- Read, complete, and sign ALL applicable documents.
- Sign the Question and Answer Document on the MDE webpage to serve as the Acknowledgement of Amendment to the RFA. (Attachment C)

D. SCOPE OF WORK AND RESPONSIBILITIES

The Mississippi Department of Education is seeking applications for a contract worker to perform the following services:

The duties include but are not limited to:

- Will work with new, upcoming, and recently consolidated school districts;
- Will be responsible for performing administrative duties as requested for the Office of Academic Education;
- Will work as a governmental affairs representative for the Mississippi Department of Education with Mississippi school district consolidations;
- Will work with administrative and training aspects of the Superintendents Academy and the Principals Academy which focus on training and mentoring existing and potential future school district superintendents and principals in Mississippi; and
- Will work on special assignments as requested by the State Superintendent of Education.

E. QUALIFICATIONS

The minimum qualifications required for this position are listed below. Applicants that do not meet the minimum qualifications will not be considered and the applicant will be notified.

SUPERINTENDENT EXPERIENCE

The selected individual for this position must have served as a Superintendent for four years in a high performing district (earning marks in the top two ranges of the statewide accountability rating system).

GENERAL EXPERIENCE

The selected individual for this position must have successful related experience as described above at the central office level and experience in working with diversified stakeholders groups to

implement large scale projects and initiatives. This experience may include work as a superintendent or principal engaging with community groups, as well as planning and executing on governance, instructional, operational, and/or facilities projects.

EDUCATION

The selected individual for this position must have a Master's degree or higher.

CERTIFICATION/LICENSE

The selected individual for this position must have a current Mississippi administrative license.

F. CONTRACTOR REQUIREMENTS

The contractor will be responsible for all tasks required to complete the work as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

- Working with new, upcoming, and recently consolidated school districts;
- Working on special assignments for the Office of Academic Education and the State Superintendent of Education;
- Working as a governmental affairs representative for the Mississippi Department of Education with Mississippi school district consolidations; and
- Working with administrative and training aspects of the Superintendents Academy and the Principals Academy which focus on training and mentoring existing and potential future school district superintendents and principals in Mississippi.

G. THE MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as stated below:

- Provide a contact person for the Contract Worker;
- Review and approve invoices for the Chief Academic Officer to sign;
- Provide available information and/or requested information to assist the Contractor;
- Complete the Travel Authorization for any travel and get approval by the Chief Academic Officer;
- Make phone calls and set up meetings as requested by the Contractor;
- Provide Statement of Work;
- Provide Calendar of Events;
- Provide MDE Travel Policy;
- Provide Contract Worker Timesheet and the Consultant Services Travel Voucher; and
- Provide Contract Worker's Pay Schedule.

H. DATA SHARING AGREEMENT

The execution of a Data Sharing Agreement will be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the Data Sharing Agreement may result in termination of the contract and/or may result in denial of subsequent renewal requests.

I. ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to make

arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

Contractor agrees to comply with Miss. Code Ann. § 25-4-105 and may be subject to civil and/or criminal penalties if found violating the conflict of interest provision of State law.

J. COMPENSATION AND HOURS WORKED

The position will pay \$76.92 per hour for up to 1,040 hours, plus travel expenses not to exceed \$25,000, for the time period July 1, 2021 through June 30, 2022. The MDE will withhold federal and state taxes, FICA, and Medicare. The MDE will pay the required employer contribution for FICA, Medicare and PERS, if applicable. Travel will be reimbursed according to the MDE travel policy. In addition, travel time that equals or exceeds two (2) hours (round trip) will be compensated as follows:

- * **Two (2) to four (4) hours round trip of travel time as determined by the MDE will be compensated at one (1) hour of the hourly rate of pay.**
- * **Travel time in excess of four (4) hours round trip as determined by the MDE will be compensated at two (2) hours of the hourly rate of pay.**

Renewal of contract for three years will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract.

K. FORMAT AND PROCEDURE FOR DELIVERY OF APPLICATION

The application will consist of six parts: Part I – Application Form; Part II – Resume; Part III – Certifications/Licenses; Part IV – References; Part V – Acceptance of Standard Terms and Conditions; Part VI – Prospective Contractor's Representation Regarding Contingent Fees, Proprietary Information Certification Form (ATTACHMENT B) and Signed Acknowledgement of RFA Amendments (ATTACHMENT C).

- **Part I** is the **Application**, (Attachment A) which shall serve as the cover page. The applicant must complete the application in response to the RFA.
- **Part II** is a **Resume** that shall provide contact information, including an email address, detailed background information describing relevant job experiences and education.
- **Part III** attach **Certifications and Licenses** which shall provide satisfactory evidence of the applicant's professional authority. Please make sure the license is current through 2025.
- **Part IV** is the **References** to include the name, profession, and the telephone number of at least three (3) responsible contacts. To ensure the most qualified candidate is selected, the agency may verify information submitted. (Attachment D)
- **Part V** is the **Acceptance of Conditions** for the applicant to indicate agreement with the terms and conditions as set forth beginning on page number 7 of the RFA. If the applicant objects to any of the terms and conditions, the applicant shall so state and shall indicate any revisions desired by the applicant. Please note that any revisions may be considered adequate cause for rejection of the application.

- **Part VI** is the Prospective Contractor's Representation Regarding Contingent Fees, Proprietary Information Certification Form (Attachment B) and Acknowledgement of RFA Amendments (Attachment C).

L. ACCEPTANCE OF APPLICATIONS

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in applications. A minor irregularity is a variation of the RFA, which does not affect the application, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. Waivers, when granted, shall in no way modify the RFA requirements or excuse the party from full compliance with the RFA specifications and other contract requirements if the party is awarded the contract.

M. REJECTION OF APPLICATION

- The application is incomplete.
- The application is not signed by the applicant.
- The application did not include the required attachments.
- The application is received late. Late applications will remain unopened in the file.
- The applicant has been implicated in fraud or been debarred.
- The applicant, documented or undocumented, did not perform prior services in a proper, workmanlike, and/or dignified manner.
- The applicant currently owes the State money.
- Applicant objects to the Standard Terms and Conditions.
- Failed reference check, if conducted. (Attachment D).
- In person delivery.

N. CRITERIA FOR EVALUATION OF APPLICATIONS

The MDE reserves the right to accept, reject, or negotiate any or all applications on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDE.

Applications submitted by the specified time and containing the six parts described in the Format and Procedure for Delivery of Application section shall be evaluated by an Evaluation Committee selected by the MDE. The specific criteria that will be used in evaluating the merits of the application and resume are listed below. The scoring criteria will be performed using an application cut score of 90 from a standard, 100-point scoring scale as follows:

- Superintendent experience 30 points
 - Served at least four (4) years as a Superintendent in a high performing district
- General experience 40 points
 - Related experience at the central office level and/or building level administration (20 points)
 - Experience in working with diversified stakeholders groups to implement large scale projects and initiatives (20 points)
- Education 15 points
 - Master's degree or higher
- Certification/Licensure 15 points
 - Current Mississippi administrative license

A selection committee shall review and evaluate acceptable applications which are completed, timely submitted, and meet the minimum qualifications.

Applicants must meet a cut score of 90 to be considered for an award.

O. ACKNOWLEDGMENT OF ADMENDMENTS

Applicants shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the application. The acknowledgement must be received by the MDE by the time and at the place specified for receipt of applications.

P. STANDARD TERMS AND CONDITIONS

Certain terms and conditions are required for contracting. Therefore, the applicant shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

3. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

4. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service

Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

5. ASSIGNMENT

Contractor shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

6. AUTHORITY TO CONTRACT

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. BACKGROUND CHECKS

Contractor and/or its employees represents that it has never been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor. Information obtained from the criminal background check will be used only to determine employment eligibility. Any disqualifying information received from the criminal background check will render this agreement null and void.

9. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Public Procurement Review Board does not approve this contract.

10. COMPLIANCE LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical disability, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

11. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that the MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to the MDE pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

12. CONTRACT WORKER

Based upon the Internal Revenue Code, Contractor has been classified as a contract worker. Contractor shall perform all services as a contract worker and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

13. COPYRIGHTS

Contractor agrees that all new materials or processes developed, all inventions, new instructional concepts, techniques, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of the MDE, in perpetuity.

Any liability resulting from the wrongful disclosure or use of the exclusive property of the MDE on the part of the Contractor shall rest with the Contractor.

14. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

15. DISCLOSURE OF CONFIDENTIAL INFORMATION

Contractor shall agree to assure the confidentiality of any records obtained from the MDE as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Contractor deemed confidential by the MDE pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the MDE. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor shall rest with Contractor.

16. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

17. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

18. HEALTH INSURANCE MARKETPLACE

Contractor is not eligible for health insurance coverage through the state of Mississippi. Contractor may be able to obtain health coverage for self and family through the Health Insurance Marketplace. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. Contractor may be eligible for a new kind of tax credit that lowers monthly premiums and for assistance with out-of-pocket costs. Contractor may contact <https://www.healthcare.gov/> for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in the area.

19. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

20. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDE and agreed to by Contractor.

21. PERFORMANCE OF CONTRACT BY CONTRACTOR

Contractor hereby agrees to perform the Specified Services herein described in Paragraph 1 above in a proper, workmanlike, and dignified manner; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to the MDE; and agrees to make all additions, deletions and/or changes that may be required by the MDE, as a condition precedent to the acceptance of such Specified Services by the MDE.

22. PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

23. PRICE ADJUSTMENT

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the additional performance;

(b) by unit prices specified in the contract;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

(d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules*

and Regulations.

24. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

25. RELEASE FROM LIABILITY

Contractor hereby expressly releases the MDE, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors from any liability from any and all privacy, defamation of other claims, demands, injuries, damages and losses of whatsoever nature and character alleged to be caused by or arising out of, directly or indirectly, the matters, acts, circumstances and participation covered by this Contract.

26. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

27. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204(Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service **Contract Review Rules and Regulations***.

28. RIGHT TO AUDIT

The PPRB may, at reasonable times and places, audit the procurement records of any agency to ensure it has used competitive procedures to contract for the personal or professional service.

29. RIGHTS TO MATERIALS

Contractor retains the right to materials used in the performance of the Contract, which was developed by Contractor with non-MDE funds. The MDE is granted non-exclusive license to copy the materials for use within the State of Mississippi.

30. SEVERABILITY

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

31. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

32. STOP WORK ORDER

(1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

33. TERMINATION FOR CONVENIENCE

(1) **Termination.** The Chief Procurement Officer of the MDE may, when the interests of the MDE so require, terminate this contract in whole or in part, for the convenience of the MDE. The Chief Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) **Contractor's Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Chief Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under the terminated orders or subcontracts to the State. The contractor must still complete the

work not terminated by the notice of termination and may incur obligations as are necessary to do so.

34. TERMINATION FOR DEFAULT

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

(As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the **contract was not in default under the provisions of this clause**, or that **the delay was excusable** under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause,

the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, **be the same as if the notice of termination had been issued pursuant to a termination for convenience.**

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

35. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

36. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

37. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

TENTATIVE TIMELINE
Contract Worker for District Consolidation
Request for Applications

3/9/2021	Release RFA
3/9/2021	Advertisement dates in The Clarion Ledger
3/9/2021	Mail, email, and post to the MDE website
3/17/2021	Deadline for RFA questions
3/19/2021	Deadline for program office response to questions and posting to website
3/24/2021	Application due by 5:00 p.m. Central Time (CT) to Procurement
3/25/2021	Application opening
3/29/2021	Evaluation of applications and/or interviews
3/31/2021	Notice of intent to Award
5/20/2021	Contract to the Mississippi Board of Education
6/2/2021	Contract to Public Procurement Review Board (PPRB)
7/1/2021	Contract start date
7/1/2021-6/30/2022	Term of Initial contract

ATTACHMENT A

SIGNED MDE APPLICATION

<http://www.mdek12.org/PN/RFP>

Note: Failure to sign the application shall result in the rejection of the application.

ATTACHMENT B

CERTIFICATION FORM

CONTINGENT FEES FORM

The prospective contractor represents as a part of such application that such contractor **has** ()
or has not () retained any person or agency on a percentage, commission, or other contingent
arrangement to secure this contract.

Signature

Date

Note: Please sign and check the applicable word or words.

ATTACHMENT C

REVIEW AND SIGN THE QUESTION AND ANSWER DOCUMENT

<http://www.mdek12.org/PN/RFP>

Note: Please sign the question and answer document found on the MDE webpage to acknowledge the RFA amendments.

ATTACHMENT D

REFERENCE SCORE SHEET

Applicant Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Applicant easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Applicant listened when issues were presented to resolve conflict? (If never had an issue, please check here ____.)	Yes	No
Would you hire them again?	Yes	No
Would you recommend them?	Yes	No

Potential applicant must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest with the applicant? If yes, please explain.	Yes	No
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A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Procurement Director: _____
Signature Title Date

Program Office: _____
Signature Title Date